



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, D.C. 20350-2000

IN REPLY REFER TO

OPNAVINST 4000.84B
N47

13 November 1996

OPNAV INSTRUCTION 4000.84B

From: Chief of Naval Operations

Subj: INTERSERVICE AND INTRAGOVERNMENTAL SUPPORT PROGRAM

Encl: (1) DoDI 4000.19 of 9 Aug 95
(2) Procedural Guide for Navy Support Agreements

1. Purpose. To revise Navy policy and procedures for intraservice, interservice, interdepartmental, and interagency support under enclosure (1).

2. Cancellation. OPNAVINST 4000.84A.

3. Policy

a. It is Navy policy to seek increased economies and effectiveness by developing support arrangements with other Navy activities, Department of Defense (DoD) components, and Federal agencies and by participating in local Joint Interservice Regional Support Group (JIRSG) initiatives. Participation in JIRSGs, while voluntary, is encouraged.

b. Navy activities should seek or provide intraservice or interservice support when it will prove beneficial to DoD and can be obtained or provided without jeopardizing the assigned missions of the receiver or supplier. A successful support agreement requires a clear understanding of the supplier's capabilities and limitations and of the receiver's needs and resources. Support agreements, as a general rule, should incorporate the minimum amount of supporting documentation necessary to clarify requirements and ensure mutually acceptable levels of performance. The policies and procedures in enclosures (1) and (2) apply to all inter and intraservice support agreements for base-level support services.



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c. Specific Department of the Navy (DON) guidance governing intraservice and interservice support is contained in paragraphs 075100 and 075200 of the DON Financial Management Policy Manual (formerly NAVCOMPT Manual, Volume 7). Enclosure (2) provides expanded guidance to Navy activities negotiating support agreements. Except for the categories specifically identified in enclosure (2), the determination of whether or not a base support service is reimbursable will be made according to the criteria in the DoD Instruction.

d. The notification period for unilateral terminations involving intra-Navy agreements will remain one year. In such cases, the terminating Navy party may be billed by the nonterminating party for any unavoidable termination and re-procurement expenses incurred for up to one year following notification.

4. Action

a. The Deputy Chief of Naval Operations (Logistics) is responsible for managing Navy's Interservice and Intragovernmental Support Agreements program. Chief of Naval Operations (N47) will administer the program under the guidelines set forth in enclosures (1) and (2).

b. Each major claimant will:

(1) designate an official to oversee implementation of this instruction and to provide guidance to its interservice support agreement managers (SAMs) and JIRSG chairpersons;

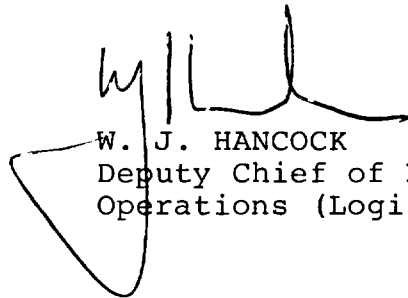
(2) ensure a SAM is designated at each of its activities that provides support to other Navy activities, DoD activities, or non-DoD Federal activities; or receives support from a non-DoD Federal activity; and

(3) cooperate with JIRSGs and other DoD and Federal activities in exploring the feasibility of improved quality, efficiency, and effectiveness through the use of support agreements and other cooperative initiatives.

c. All addressees will follow the guidelines established by enclosures (1) and (2).

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5. Form. Form DD 1144 (Mar 92), Support Agreement, S/N 0102-LF-014-5700, may be obtained through normal Navy supply channels per CD ROM NAVSUP PUB 600 (NLL).


W. J. HANCOCK
Deputy Chief of Naval
Operations (Logistics)

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Department of Defense INSTRUCTION

OPNAVINST 4000.84B

13 NOV 1996

August 9, 1995
NUMBER 4000.19

ASD(ES)

SUBJECT: Interservice and Intragovernmental Support

- References:
- (a) DoD Instruction 4000.19, "Interservice, Interdepartmental, and Interagency Support," April 15, 1992 (hereby canceled)
 - (b) DoD Directive 3210.6, "Defense Grant and Agreement Regulatory System," February 27, 1995
 - (c) DoD Directive 5530.3, "International Agreements," June 11, 1987
 - (d) DoD Instruction 4100.33, "Commercial Activities Program Procedures," September 9, 1985
 - (e) through (n), see enclosure 1

A. REISSUANCE AND PURPOSE

This Instruction reissues reference (a) to implement policy and update responsibilities and procedures for interservice and intragovernmental support (i.e., agreements between United States Federal Government activities). Policies for "Cooperative Agreements" used to enter into grant relationships are addressed in reference (b). Policies for international support agreements (i.e., between United States Federal Government activities and foreign governments) are addressed in reference (c).

B. APPLICABILITY AND SCOPE

This Instruction applies to:

1. The Office of the Secretary of Defense, the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense, the Defense Agencies, and the DoD Field Activities.
2. Defense Support Activities.

C. DEFINITIONS

Terms used in this Instruction are defined in enclosure 2.

D. POLICY

1. Support Sources. DoD activities that require support from other sources should first consider using support capabilities available from the activity's host, although tenant activities are not required to use host support when a better value, consistent

Enclosure (1)

with mission requirements and regulatory limitations, is available from another source. Consideration should also be given to using capabilities available from other DoD and Federal activities -- this discretionary authority is subject to higher regulatory authorities that mandate specified sources of service or supply for DoD activities. When there is doubt that obtaining required commercial type support from other DoD or Federal activities would not provide the best value to the receiver, consideration should be given to procuring the support from a commercial source or establishing new DoD capabilities in accordance with DoD Instruction 4100.33 (reference (d)). Support obtained from sources other than the host activity must comply with standards (e.g., security, safety, environmental, construction) mandated by the host activity.

2. Interservice and Intragovernmental Cooperation. Joint Interservice Regional Support Groups (JIRSGs) have been established in geographical regions to facilitate communication among DoD and other Federal activities. JIRSGs share innovative ideas and seek opportunities for improving mission quality, efficiency, and effectiveness through the use of support agreements and other cooperative efforts. JIRSG communication and cooperation objectives should complement, and not duplicate, other efforts with similar purposes (e.g., Environmental Security Regional Executive Agents).

3. Interservice Support. DoD activities shall provide requested support to other DoD activities when the head of the requesting activity determines it would be in the best interest of the United States Government, and the head of the supplying activity determines capabilities exist to provide the support without jeopardizing assigned missions. These determinations are signified by signing a support agreement (blocks 8 and 9 on DD form 1144) -- no further written determinations are required for agreements between DoD activities. The quality of support services provided to other DoD activities shall be equivalent to the quality of support the supplier furnishes to its own mission, unless otherwise requested or approved by the receiver. DoD activities may request support from other DoD activities when in-house capabilities do not exist, or when support can be obtained more efficiently or effectively from other existing DoD capabilities.

4. Intragovernmental Support. DoD activities may enter into support agreements with non-DoD Federal activities when funding is available to pay for the support, it is in the best interest of the United States Government, the supplying activity is able to provide the support, the support cannot be provided as conveniently or cheaply by a commercial enterprise, and it does not conflict with any other agency's authority. These determinations must be approved by the head of the major organizational unit ordering the support and attached to the agreement. This authority may be delegated, although designees may not be lower than Senior Executive Service, Flag, or General Officer. Reimbursement charges for support provided by DoD activities to non-DoD Federal activities shall be determined the same way as reimbursement charges are determined for other DoD activities. All support agreements for supplies and services provided to, or received from, non-DoD Federal activities must comply with 31 U.S.C. 1535 (reference (e)). The requirements of this subsection do not apply to orders for supplies and services authorized by statutory authority other than reference (e).

a. Support via Contracts. Support agreements for supplies and services that will be provided via contracts administered by non-DoD Federal activities covered by Chapter 137 of 10 U.S.C. (reference (f)), Chapter 4 of 41 U.S.C. (reference (g)), or the Federal Acquisition Regulation (reference (h)) must comply with one or more of the following provisions mandated by Section 844 of Public Law 103-160 (reference (i)):

(1) The purchase is made under a contract that the supplying agency or unit entered into, before the agreement, in order to meet the requirements of the supplying agency for the same or similar services;

(2) The supplying agency is better qualified to enter into or administer the contract for specified support by reason of capabilities or expertise that are not available within the Department; or

(3) The supplying agency is specifically authorized by law or regulations to purchase such services on behalf of other agencies, or the purchase is authorized by an Executive order or by specific circumstances set forth in reference (h).

b. Support via Activities Not Subject to FAR. Agreements for support that will be provided via contracts administered by non-DoD Federal activities not covered by reference (f), reference (g), or reference (h) must also be approved by the senior acquisition executive responsible for purchasing by the ordering agency or unit. This approval must be attached to the support agreement.

c. Reporting Contracted Support. DoD receiving activity approval authorities (block 9.c. on DD Form 1144) shall inform the Assistant Secretary of Defense for Economic Security (3300 Defense Pentagon, Washington D.C. 20301-3310) upon approval of any support agreement with a non-DoD Federal activity for contracted supplies or services not specifically directed or authorized by separate statutory authority. The report shall include the name and address of the supplier and receiver, the date the agreement was approved (i.e., signed), the type of supplies or services being provided via contract, and estimated reimbursements associated with supplies and services that will be provided via contract.

5. Documentation. Broad areas of recurring interservice and intragovernmental support and cooperation that do not require reimbursement should be documented with a memorandum of agreement (MOA) or memorandum of understanding (MOU). Recurring interservice and intragovernmental support that requires reimbursement shall be documented on a DD Form 1144, "Support Agreement" (enclosure 3), or similar format that contains all the information required on DD Form 1144. Support that benefits a receiver without creating additional cost to the supplier (e.g., gate guards, fire protection) may be included on a DD Form 1144, but must be identified as non-reimbursable. Provision of a single item or one time service, sales of Defense Business Operations Fund (DBOF) mission products and services, and intragovernmental sales specifically directed or authorized by law may be accomplished on the basis of an order or requisition without preparing a support agreement.

a. Justification. Suppliers of support associated with a support agreement must, upon request, furnish data used to determine the "basis for reimbursement" (i.e., cost per unit of support) and the quantity of support provided.

b. Other Agreements. No-cost agreements with city, county, State, and Federal government activities, and with non-profit organizations should be executed with MOAs and MOUs. Agreements that require the Department to reimburse a non-profit organization, city, county, or State government (other than National Guard units) must be executed with a contract. Agreements with city, county, and State government activities for the use of DoD property may be executed via a lease in accordance with Section 2667 of 10 U.S.C. (reference (j)).

6. Reimbursement. Interservice and intragovernmental support is reimbursable to the extent that provision of the specified support for a receiver increases the support supplier's direct costs (i.e., incremental direct cost). Costs associated with common use infrastructure are non-reimbursable, except for support provided solely for the benefit of one or more tenants. Support costs that are charged to a support receiver (i.e., reimbursable cost) must be measurable and directly attributable to the receiver. Indirect costs will not be included in reimbursement charges, except those included in stabilized rates charged for DBOF mission products and services. Suppliers of interservice and intragovernmental support are permitted to waive reimbursement from receivers who use or benefit from available support without appreciably increasing the supplier's costs (i.e., revenues would be less than the anticipated expense of billing and disbursing funds).

a. Support via DBOF Activities. Reimbursement for DBOF mission products and services (e.g., depot supply, depot maintenance, Public Works Center services, information processing, communications, and software development) shall be based on the approved stabilized rate. Other support incidental to the DBOF activity's primary mission or purpose shall be reimbursed based on direct cost measurable and directly attributable to the support receiver (incremental direct cost), the same as non-DBOF activities -- indirect costs may not be included.

b. Support Funded via Supplier. Reimbursements may be charged only for provided support that has not been otherwise funded (e.g., through the support supplier's budget process). And, suppliers may not request appropriations for costs for which they are to be reimbursed. Interservice support provided without reimbursement prior to issuance of this Instruction shall, at the option of the receiver, be continued without requirement for reimbursement until funds used to provide the support have been transferred to the support receiver.

c. Payment. Reimbursements for support provided via a support agreement must be executed with a funds transfer instrument (e.g., Military Interdepartmental Purchase Request, Job Order) in accordance with Chapter 26 of the DoD Accounting Manual (reference (k)) and Volume 11B of the DoD Financial Management Regulation

(reference (l)). Bills and requests for payment associated with support provided in accordance with a support agreement are not subject to audit or certification in advance of payment. Support agreements entered into with non-DoD Federal activities obligate an appropriation of the ordering activity, and payment may be required in advance -- adjustment of estimated amounts paid in advance shall be made, as agreed, on the basis of the actual support provided. Fees charged for intragovernmental support provided via contract may not exceed the actual cost or, if the actual cost is not known, the estimated cost of entering into and administering the contract.

d. Workyear Transfers. Reimbursements for all on-going support shall consist of fund transfers only. Additional workyears required for new support services and support expanded for the benefit of other Military Departments and Defense Agencies shall be aggregated and reported in appropriate budget exhibits in accordance with Chapter 3, "Operation and Maintenance Appropriations," Volume 2A of the Financial Management Regulation (reference (m)), and transferred at Military Department and Defense Agency level via an MOA (enclosure 4), as directed by the Under Secretary of Defense for Personnel and Readiness (reference (n)).

7. Modifications and Terminations. When practical, support agreement modifications and terminations should be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation process. If an interservice agreement must be unilaterally terminated, suspended, or significantly modified with less than 180 days notice to other parties of the agreement, the unilateral party may be billed by affected parties for reimbursement of unavoidable termination or re-procurement expenses incurred up to 180 days following the written notification. The 180 day limits and requirement to reimburse for re-procurement expenses do not apply to intragovernmental agreements, and reimbursement for termination costs are subject to negotiation.

8. Disputes. Unresolvable differences concerning support agreements shall be elevated for resolution through each DoD activity's chain of command. Unresolvable disputes among Military Departments, Defense Agencies, and other Federal activities will be mediated by a representative of the Office of the Assistant Secretary of Defense (Economic Security).

9. Existing Agreements. Support agreements, MOAs, and MOUs in effect upon issuance of this Instruction shall be revised to incorporate the requirements of this Instruction by fiscal year 1997 and shall remain in effect until they expire, they are terminated in accordance with terms specified in the agreement, or they are terminated in accordance with this Instruction, whichever comes first.

E. RESPONSIBILITIES

1. The Assistant Secretary of Defense for Economic Security, under the Under Secretary of Defense for Acquisition and Technology, shall:

a. Designate a person to be the Department's point of contact for policy issues pertaining to JIRSGs, interservice support agreements, and intragovernmental support agreements.

b. Define JIRSG Regions and, in cooperation with the Military Departments and Defense Agencies, delegate JIRSG leadership authority to volunteer activities in each Region.

c. Designate a representative to mediate unresolvable support agreement disputes between Military Departments, Defense Agencies, and other Federal activities.

2. The Secretaries of the Military Departments, and the Directors of the Defense Agencies shall:

a. Designate a person to serve as the point of contact for policy issues pertaining to JIRSGs and support agreements.

b. Ensure that a Support Agreements Manager is designated at each activity that provides support services to other DoD and non-DoD Federal activities or receives support from a non-DoD Federal activity.

c. Provide requested support to other DoD and non-DoD Federal activities to the extent that capabilities exist, mission assignments permit, and it is in the best interest of the United States Government.

d. Cooperate with JIRSGs and other DoD and Federal activities in exploring the feasibility of improved quality, efficiency, and effectiveness through the use of support agreements and other cooperative initiatives.

F. PROCEDURES

1. JIRSGs. DoD activities that agree to facilitate communication and cooperation among DoD and other Federal activities in their geographical area may be designated the DoD executive agent for JIRSG in their region (enclosure 5). Each Executive Agent shall identify a JIRSG Chair and Program Manager -- both assignments are customarily collateral duty. The chair shall be of sufficient rank or grade (normally an O-6 officer or equivalent civilian) to be capable of establishing meaningful communications with the heads of other DoD and Federal activities in the region. The Program Manager should work for the Chair and have sufficient skills and abilities to set up and direct interservice, intraservice, and intragovernmental meetings, workshops, and studies.

a. JIRSG Responsibilities. JIRSGs will facilitate communication and cooperation among area commanders, directors and activity representatives with similar interests or responsibilities. JIRSGs customarily sponsor meetings, workshops, and conferences to share ideas for solving common problems and identify opportunities for improving support and efficiency through the use of support agreements. When re-

requested, JIRSGs will evaluate proposed ideas for cooperative ventures and facilitate implementation of ideas approved by the participating activities. Also, JIRSGs should maintain a general awareness of support services provided by DoD activities in their region so that they can be a resource of information for DoD and other Federal activities seeking support services.

b. Becoming a JIRSG. DoD activities interested in being designated as the DoD Executive Agent for interservice and intragovernmental communication and cooperation in their region (i.e., JIRSG chair) should contact the Office of the Deputy Assistant Secretary of Defense (Installations), 3300 Defense Pentagon, Washington D.C. 20301-3340.

2. Support Agreements - DD Form 1144. DoD activities that require support services not available in-house should furnish a list of required services to other DoD and Federal activities who may have the capability to provide the support with their personnel or add the requiring activity requirements to an existing contract. Also, DoD activities that wish to decrease the unit cost of support services provided in-house may try to locate additional workload by furnishing a list of available support services to other DoD and Federal activities that use the type support offered. DoD activities that have existing capability to provide requested support services should respond to requests for support by preparing a proposed support agreement (DD Form 1144) and negotiating its approval. Each DD Form 1144 may have only one supplier, but may have more than one receiver for services defined in the agreement. Agreements with more than one receiver may use attachments to identify unique requirements and arrangements with each receiver. Two agreements shall be used in instances where two activities provide support to each other.

a. Support Agreements Manager. The supplying activity's Support Agreements Manager will be responsible for preparing support agreements using information provided by functional and financial managers, for coordinating negotiations and approvals, and for administering support agreement execution, reviews, and eventual termination. When a DoD activity receives support from a non-DoD Federal activity, the DoD activity's Support Agreements Manager will be responsible for coordinating DoD negotiations and approvals, and for tracking the agreement execution, reviews, and eventual termination. Also, Support Agreements Managers shall maintain a record of active support agreements and related MOAs and MOUs, and ensure their continued accuracy.

b. Block 4 - "Expiration Date". Support agreements should be effective for an "indefinite" period of time (block 4, DD Form 1144) unless there is a compelling reason to specify a specific expiration date.

c. Block 7. - "Support Provided by Supplier". Blocks 7a., 7b., and 7c. of DD Form 1144 shall contain sufficient summary information to identify the types of support that will be provided (i.e., support categories), the cost per unit of reimbursable support (i.e., basis for reimbursement), and an estimate of annual funding that will be required

for the specified support (i.e., estimated reimbursement). Additional details and information required to clearly define all requirements and expectations pertaining to the support that will be provided and development of cost data for each category of support should be provided as an attachment to block 12, "Specific Provisions".

d. Block 7.a. - "Support". Recommended categories of support and customary reimbursements are furnished at enclosure 6. The recommended categories may be combined, subdivided into smaller categories, or otherwise modified as required to accurately define the agreed upon support in a way that incremental direct cost incurred to provide the support can be tracked by the supplier.

e. Block 7.b. - "Basis for Reimbursement". The basis for reimbursement (i.e., cost per defined unit of service) recorded in block 7.b. of DD Form 1144 shall be determined by the supplier's computation of incremental direct costs incurred by the supplier to provide each unit of support provided to the receiver. Costs must be measurable and segregated on a reasonable and auditable basis. Also, costs must be attributable to the support receiver and the receiver must be able to influence the cost either by management initiatives that can reduce or eliminate the requirement, or by seeking an alternative source for the service. The process and forms for effecting reimbursement of services, other than DBOF activity mission products and services, are prescribed in Chapter 26, "Reimbursements," of the DoD Accounting Manual (reference (k)) -- and will be included in Volume 11A, when published, of the DoD Financial Management Regulation. The process and forms for effecting reimbursement of approved stabilized rates for DBOF activity mission products and services are prescribed in Volume 11 B, "Reimbursable Operations, Policy and Procedures -- Defense Business Operations Fund," of the DoD Financial Management Regulation (reference (l)). When support services provided without reimbursement are listed in block 7.a. of DD Form 1144, a "no reimbursement" notation must be included in blocks 7.b. and 7.c.

f. Block 11. - "General Provisions". Parties to the agreement not included in block 6, documentation requirements, and general provisions essential to the execution of the support agreement shall be recorded in block 11 of DD Form 1144. A documentation process should be specified for billings and disbursements -- it should be of sufficient detail to permit support receivers to validate the accuracy of billings. Also, the degree to which support and cost basis changes (e.g., percent) may be made annually without submitting the changes to the agreement approval authorities should be defined. Block 11 of support agreements affected by currency exchange rates shall also identify the source of foreign currency exchange rates that will be used to determine reimbursements. Agreements with non-DoD Federal activities for support that will be provided, in whole or in part, via a contract shall include:

(1) The FAR clause "Allowable Cost and Payment," or an equivalent provision that invokes the commercial cost principles set forth in Part 31 of the FAR (reference (h)). For nonprofit organizations, the cost principles set forth in Part 31.702 of reference (h);

(2) Identification of the parties authorized to issue orders under the agreement, including signature requirements;

(3) Identification of any limitations that must be complied with in the scope or amount of support that may be procured;

(4) A description of the methods for pricing and issuing orders, and the level of cost details to be provided by the servicing agency, including administrative charges;

(5) Defined responsibilities for contract administration and contract duties (e.g., assign responsibilities to the Defense Contract Management Command and the Defense Contract Audit Agency);

(6) Requirements and internal controls for access to, development of, and commercialization of classified information;

(7) Procedures to limit advance payments of funds required to commence work when the performing agency uses a commercial bank account; and

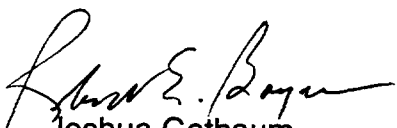

(8) Provisions for the performance of reviews by DoD program officials to ensure that amounts billed by the performing agency are proper for payment and commensurate with the services received.

g. Block 12. - "Specific Provisions". Specific details essential to a clear understanding of the support to be provided (categories of support), the methods used to determine the basis of reimbursement, and the projected quantity of support used to calculate the estimated annual reimbursement shall be recorded in block 12 of DD Form 1144. Support definitions should be sufficient to ensure a common understanding of what support will be provided and, where applicable, the frequency or when it will be provided, where it will be provided, the quantity to be provided, and the required quality standards. Any other conditional provisions relating to specific categories of support (e.g., receiver furnished equipment, facilities, supplies or materials) should also be defined and quantified in block 12.

h. Reviews. Support agreements should be reviewed when changing conditions or costs may require substantial alterations to the agreement or development of a new agreement. Minor changes that exceed the limits permissible without additional approval (specified in block 11), but do not significantly alter the existing agreement, should be annotated on the existing DD Form 1144 and its attachments, and initialed and dated by the appropriate approving authorities (blocks 8.c. and 9.c.), or their designees. When possible, support agreement changes that substantially impact resource requirements and estimated reimbursements should be made commensurate with the budget process to permit appropriate adjustments to budgeted funding.

G. EFFECTIVE DATE

This Instruction is effective October 1, 1995.


Joshua Gotbaum
 Assistant Secretary of Defense
for Economic Security

Enclosures - 6

1. References
2. Definitions
3. DD Form 1144, "Support Agreement"
4. Memorandum of Agreement, Civilian Transfer
5. Joint Interservice Regional Support Group (JIRSG) Regions
6. Categories of Support

REFERENCES, continued

- (e) Section 1535 of title 31, United States Code, "Agency Agreements" (Commonly known as the Economy Act)
- (f) Chapter 137 of title 10, United States Code, "Procurement Generally"
- (g) Chapter 4 of title 41, United States Code, "Procurement Procedures"
- (h) Federal Acquisition Regulation (FAR), current edition
- (i) Section 844 of Public Law 103-160, "National Defense Authorization Act for Fiscal Year 1994," November 30, 1993
- (j) Section 2667 of title 10, United States Code, "Leases: Non-Excess Property"
- (k) DoD 7220.9-M, "DoD Accounting Manual," October 1983, authorized by DoDI 7220.9, October 22, 1981
- (l) DoD 7000.14-R, "DoD Financial Management Regulation," Volume 11B, "Reimbursable Operations, Policy and Procedures -- Defense Business Operations Fund," December 1994, authorized by DoDI 7000.14, November 15, 1992
- (m) DoD 7000.14-R, "DoD Financial Management Regulation," Volume 2A, "Budget Formulation and Presentation," June 1993, authorized by DoDI 7000.14, November 15, 1992
- (n) Under Secretary of Defense for Personnel and Readiness Memorandum, "DoD Civilian Resource Guidance for FY 1995 to FY 2001," June 2, 1994

DEFINITIONS

1. Approval Authority (blocks 8.c. and 9.c. on DD Form 1144). The activity commander, director, or chief who has authority over personnel and materials utilized in providing the specified support (block 8.c.), and the activity commander, director, or chief who has authority over the mission receiving the support (block 9.c.). Additional approvals required for intragovernmental orders shall be attached to the support agreement:

a. Orders placed with non-DoD Federal activities shall include a determination approved by the head of the major organizational unit ordering the support, or designee. Designees may not be lower than a Senior Executive Service, Flag or General Officer.

b. Orders placed for contracted support with non-DoD Federal activities not covered by Chapter 137 of 10 U.S.C. (reference (f)), Chapter 4 of 41 U.S.C. (reference (g)), or the Federal Acquisition Regulation (reference (h)) shall be approved by the senior acquisition executive responsible for purchasing by the ordering agency or unit.

2. Basis for Reimbursement (block 7.b. on DD Form 1144). A dollar value for a defined unit of service (e.g., \$50 annually per square foot of occupied office space, \$50 monthly per assigned military personnel, \$800 per each occurrence). Calculations used to determine the basis for reimbursement are recorded in block 12.

3. Best Value. The source that provides the most advantageous benefits per net cost. Advantageous benefits include all factors that influence effectiveness and life-cycle cost of the product or service.

4. Federal Activity. Any organizational unit of the Federal Government -- includes Federal departments, agencies, establishments, corporations (e.g., Tennessee Valley Authority), boards, committees, commissions, councils (e.g., Cooperative Administrative Support Units), and quasi-official agencies (e.g., Smithsonian Institution).

5. Incremental Direct Cost. The cost of resources directly consumed by an individual activity that would not have been consumed if the individual activity were not performed. A cost that is specifically identified with a single cost object.

6. Indirect Cost. The cost of resources, including overhead, that support more than one cost object (i.e., not consumed by a single cost object).

7. Intragovernmental Support. Support provided by a DoD activity to a non-DoD Federal activity and vice versa -- does not include support provided to or received from foreign governments.

8. Interservice Support. Support provided by one DoD activity to a DoD activity of another Military Service, Defense Agency, Unified Combatant Command, Army Reserves, Navy Reserves, Air Force Reserves, Marine Corps Reserves, Air National Guard, or Field Activity.

9. Joint Interservice Regional Support Group (JIRSG). Representatives from DoD activities in designated geographical regions (enclosure 5) who meet to share innovative ideas and seek opportunities for improving mission quality, efficiency, and effectiveness through the use of support agreements and other cooperative efforts.

10. Memorandum of Agreement (MOA). Memorandums that define general areas of conditional agreement between two or more parties -- what one party does depends on what the other party does (e.g., one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.

11. Memorandum of Understanding (MOU). Memorandums that define general areas of understanding between two or more parties -- explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).

12. Support Agreement. An agreement to provide recurring support to another DoD or non-DoD Federal activity. Support agreements are recorded on a DD Form 1144, or a similar format (e.g., computer generated DD Form 1144). They define the support to be provided by one supplier to one or more receivers, specify the basis for calculating reimbursement charges (if any) for each service, establish the billing and reimbursement process, and specify other terms and conditions of the agreement.

13. Support Agreements Manager. The person at each DoD activity who is responsible for preparing and administering support agreements and related MOAs and MOUs. Preparation of agreements includes collecting, from appropriate sources, all information needed to draft agreements and facilitate related negotiations, coordinations, approvals, and implementation. Administering agreements includes maintaining a record of active agreements, ensuring their continued accuracy, and facilitating agreement on modifications and terminations when appropriate.

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i>	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYMMDD)	4. EXPIRATION DATE <i>(May be "Indefinite")</i>
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS		a. NAME AND ADDRESS	
b. MAJOR COMMAND		b. MAJOR COMMAND	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE	b. DATE SIGNED	a. COMPTROLLER SIGNATURE	b. DATE SIGNED
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) Typed Name		(1) Typed Name	
(2) Organization	(3) Telephone Number	(2) Organization	(3) Telephone Number
(4) Signature	(5) Date Signed	(4) Signature	(5) Date Signed
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of _____ prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: _____
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: ☐ YES ☐ NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: ☐ YES ☐ NO

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	<u>95</u>	<u>96</u>	<u>97</u>	FY <u>98</u>	<u>99</u>	<u>00</u>	<u>01</u>
(FN Direct)							
(NPR Occupational Group)							
(High Grade)							
(Management HQs)							
(Overseas)							
(FN Indirect)							
(Management HQs)							
(Overseas)							

2. CIVILIAN END STRENGTH:

(US Direct)

 (NPR Occupational Group)

 (High Grade)

 (Management HQs)

(FN Direct)

 (NPR Occupational)

 (High Grade)

 (Management HQs)

 (Overseas)

(FN Indirect)

 (Management HQs)

 (Overseas)

3. LABOR FUNDING (\$000): 2/

VI. EFFECTIVE DATE: *(Request must be submitted for approval at least 45 days prior to proposed effective date.)*

VII. SIGNATORIES: *(Signatories must be at the highest functional level within the DoD Component -- i.e., Service Assistant Secretary (Manpower) and Agency Headquarters Manpower chief.)*

A. GAINING DOD COMPONENT:

(Name of Manpower Head)

(Title of Manpower Head)

(Date)

B. LOSING DOD COMPONENT:

(Name of Manpower Head)

(Title of Manpower Head)

(Date)

C. OSD FUNCTIONAL OVERSIGHT: 3/

(Name of ASD)

(Title of ASD)

(Date)

- 1/ Used to document transfers out of budget cycle.
- 2/ Labor costs associated with object classes 11 (personal compensation), 12 (personal benefits), 13 (benefits for former personnel) and 25 (payments to Foreign National Indirect Hire).
- 3/ OSD Principal Staff Assistant in charge of subject mission/program.

JOINT INTERSERVICE REGIONAL SUPPORT GROUP (JIRSG)
REGIONS

<u>NAME</u>	<u>REGION</u>	<u>DoD EXECUTIVE AGENT</u>
North 2	Massachusetts (less southeast), Maine, New Hampshire, Vermont	Hanscom AFB, 647 SPTG/LGX Bedford, MA 01731-1687
North 3	northern Illinois, Wisconsin, Michigan	Navy Training Center Great Lakes, IL 60088
North 4	Rhode Island, eastern Connecticut, southeast Massachusetts	(to be determined)
North 5	eastern Ohio, West Virginia	Defense Construction Supply Ctr. Columbus, OH 43216-5000
North 6	western Ohio, Indiana (less south)	Wright-Patterson AFB, 645 LOG/XP Dayton, OH 45433-5000
North 7	Pennsylvania (less Philadelphia area)	Letterkenney Army Depot Chambersburg, PA 17201
North 8	New York (less Long Island area), western Connecticut	(to be determined)
North 9	northern New Jersey, Long Island area of New York	Fort Monmouth Red Bank, NJ 07703
North 10	southern Virginia	Naval Base Norfolk Norfolk, VA 23511
North 11	southeastern Pennsylvania (Philadelphia area)	Naval Aviation Supply Office Philadelphia, PA 19111
North 14	central & southern New Jersey	Fort Dix Wrightstown, NJ 08640
North 15	Washington DC, Maryland, Delaware, northern Virginia	Washington Navy Yard Washington, D.C. 20374
South 1	northern Georgia, northern Alabama	Fort McPherson Atlanta, GA 30330

<u>NAME</u>	<u>REGION</u>	<u>DoD EXECUTIVE AGENT</u>
South 2	Mississippi, southern Louisiana	Keesler AFB, 393 LG/CCJ Biloxi, MS 39534-5000
South 3	South Carolina	(to be determined)
South 4	central & southern Florida	(to be determined)
South 6	northeastern Florida, Caribbean, Georgia coastal area	Naval Base, Code N4 Jacksonville, FL 32212-0102
South 7	Kentucky, southern Indiana, Tennessee (less Memphis area)	Fort Knox, ATZK-DL Louisville, KY 40121-5000
South 12	western Florida, southern Alabama	Naval Air Station (Code 00F00) Pensacola, FL 32508-5217
South 13	North Carolina (less coastal area)	Fort Bragg Fayetteville, NC 28387
South 14	North Carolina coastal area	Marine Corps Base Camp Lejeune, NC 28542
South 15	southern Georgia (less coastal area)	Marine Corps Logistics Base Albany, GA 31704
Central 1	Montana, northern Wyoming	(to be determined)
Central 2	North Dakota, South Dakota, Minnesota	(to be determined)
Central 3	southern Colorado, northern New Mexico	Air Force Academy, USAFA/LGX Colorado Springs, CO 80840
Central 4	southern Texas	Naval Air Training Cmd.(Code N7) Corpus Christi, TX 78419-5041
Central 5	western Texas, southern New Mexico	(to be determined)
Central 6	northern Colorado, southern Wyoming	(to be determined)
Central 7	Oklahoma	(to be determined)

<u>NAME</u>	<u>REGION</u>	<u>DoD EXECUTIVE AGENT</u>
Central 8	Arkansas, northern Louisiana, Memphis area of Tennessee	Little Rock AFB Jacksonville, AR 72099-5200
Central 9	Kansas, western Missouri	(to be determined)
Central 10	central & northern Texas	Randolph AFB San Antonio, TX 78150-5001
Central 11	Nebraska, Iowa	(to be determined)
Central 12	eastern Missouri, southern Illinois,	Scott AFB, 375 AW/XP St. Louis, IL 62225-5001
West 2	south-central California, southern Nevada	Marine Corps Logistics Base Barstow, CA 92311
West 3	greater Los Angeles area of California	(to be determined)
West 4	Arizona	(to be determined)
West 6	northern California, northern Nevada	McClellan AFB, 652 SPTG/CC Sacramento, CA 95652-1086
West 7	Utah, Idaho	Hill AFB Clearfield, UT 84056-5000
West 8	southern California	Naval Base (Code 015) San Diego, CA 92132-5100
West 9	San Francisco & Monterey area of California	(to be determined)
West 10	Washington, Oregon	Fort Lewis, WA 98433 Tacoma, WA 98433-5000
West 11	north central California	Defense Distribution Region West Stockton, CA 95296-0002
Pacific 1	Guam	US Naval Forces Marianas FPO, AP 96540
Pacific 2	Hawaii	Fort Shafter Honolulu, HI 96858-5000

<u>NAME</u>	<u>REGION</u>	<u>DoD EXECUTIVE AGENT</u>
Pacific 3	Japan	Fifth Air Force AF/LG APO AP 96328
Pacific 4	Korea	HQ US Forces Korea APO AP 96205
Pacific 6	Okinawa	Marine Corps Base, Camp Butler FPO AP 96373
Pacific 7	Alaska	Elmendorf AFB, 3 LG/CC Anchorage, AK 99506-2810
Europe 1	Germany (less Kaiserslautern area)	US Army Europe Heidleberg, Germany APO AE 09014
Europe 6	Kaiserslautern Germany	Ramstein AFB Landstuhl, Germany APO AE 09094-5000
Europe 8	Italy	US Army Southern European Task Force (USASETAF) APO AE 09630
Europe 10	United Kingdom	(to be determined)
SOUTHCOM	Panama	HQ USARSO, Unit 7101, SOCS-DR APO AA 34004

(DoD activities interested in being designated as the DoD Executive Agent (i.e., JIRSG chair) for interservice and intragovernmental communication and cooperation in their region should contact the Deputy Assistant Secretary of Defense (Installations), 3300 Defense Pentagon, Washington D.C. 20301-3340.)

SUPPORT CATEGORIES

1. The common base support categories in section 4., below, provide a simplified method of defining support services that may be included in a support agreement (block 7.a.). The category definitions should be modified and expanded for each agreement to clearly define the specific support that will be provided in each category. When necessary, these support categories may be combined or subdivided by the supplier to permit tracking of incremental direct costs. Additional support categories may be developed to define services not included in section 4., below (e.g., stevedore services).

2. Each of the categories are identified in section 4., below, as customarily reimbursable or customarily non-reimbursable; however, determination of whether a support service is reimbursable must be based on local conditions in accordance with subsection D.6. of the main body of this Instruction. Recurring interservice and intragovernmental support is reimbursable to the extent that provision of the specified support to a receiver increases the support supplier's direct costs and that cost is measurable and attributable to the support receiver. Support services that are operated for the supplier's benefit and that also benefit other activities without increasing the cost to the supplier are not reimbursable.

3. Incremental direct costs should be associated with units of support (e.g., \$5 per square foot) to simplify calculation of reimbursement charges. The types of units used in support agreements should be those most practical for accurately defining how much support is provided.

4. Support categories:

Administrative Services. Includes records management, personnel locator, document control and handling, forms and publications, and maintenance of official publications reference libraries. (customarily non-reimbursable)

Audio and Visual Information Services. Includes still photography, graphics, micrographics, and presentation services. Also, includes film, video and audio media services. (customarily reimbursable)

Automated Data Processing and Automation Services. Includes data processing services and systems analysis. Also, includes design, development, execution, and life cycle maintenance of data processing systems. (customarily reimbursable)

Chapel and Chaplain Services. Includes pastoral ministries, worship services, religious rites, pastoral visits, spiritual counseling, and religious education. (customarily non-reimbursable)

Civilian Personnel Services. Includes recruitment, classification, staffing, pay administration, personnel management, employee relations, awards, equal opportunity programs, and career development. (customarily reimbursable)

Clubs. Includes officer, non-commissioned officer, enlisted, all hands, aero, community and other recreational clubs. (customarily non-reimbursable)

Command Support. Includes oversight and management provided by the installation commander and the command element office staff. (non-reimbursable)

Common Use Facility Construction, Operations, Maintenance, and Repair. Includes construction, alteration, operation, maintenance, and repair of common use infrastructure (e.g., roads, grounds, surfaced areas, structures, real property and installed equipment). Also includes common benefit signs, energy consumption, snow removal, street cleaning, and installation beautification projects. (customarily non-reimbursable)

Communication Services. Includes dedicated communications services and telephone equipment. May also include leasing of communication equipment, lines, and special communications-electronics equipment services. (customarily reimbursable)

Community Relations. Includes public relations activities, charity fund raising events, and installation open house programs. (customarily non-reimbursable)

Community Services. Includes family support center activities, child development services, dependent youth activities, theaters, and thrift shops. (customarily non-reimbursable)

Custodial Services. Includes janitorial and cleaning services for customer-occupied and customer-used facilities and areas. (customarily reimbursable)

Disaster Preparedness. Includes operation of disaster preparedness programs and related services, equipment, and facility support for emergencies and wartime operations. (non-reimbursable)

Duplication Services. Includes the operation of centralized copying equipment and related services. (customarily reimbursable)

Education Services. Includes instruction, counseling, and testing. (customarily reimbursable)

Entomology Services. Includes abatement and control measures directed against insects, rodents, weeds, fungi, and other animals or plants that are determined to be undesirable in buildings, equipment, supplies, and on grounds. (customarily reimbursable)

Environmental Cleanup. Includes collection, clean-up, transportation, and disposal of hazardous material. (customarily reimbursable)

Environmental Compliance. Includes recycling and resource recovery programs, pollution prevention, environmental compliance, and programs aimed at management and control of hazardous materials -- does not include clean-up and disposal of hazardous materials. (customarily non-reimbursable)

Equipment Maintenance, Repair, and Calibration. Includes maintenance, repair, and calibration of industrial equipment, construction equipment, laboratory equipment, office equipment, and other non-tactical equipment -- does not include vehicles. (customarily reimbursable)

Explosive Ordnance Support. Includes services and facilities for explosive ordnance storage, disposal and training. (customarily non-reimbursable)

Facility Construction and Major Repair. Includes minor construction, alterations, additions, and major repairs required to modernize, replace, expand or restore real property. Also, includes related planning and design. (customarily reimbursable)

Facility Maintenance and Minor Repair. Includes routine and cyclical preventive maintenance and minor repairs required to preserve or restore real property so it may be used for its designated purpose. (customarily reimbursable)

Finance and Accounting (provided by Defense Finance & Accounting Service). Includes expense, reimbursement, working fund, payroll and leave accounting provided by Defense Finance & Accounting Service. Also includes disbursing, voucher and invoice examination, financial reporting, and the development of accounting systems. (customarily reimbursable)

Fire Protection. Includes all normal services related to fire protection and fighting operations, alert service, and rescue operations. Also, includes inspections for fire hazards, servicing of portable extinguishers, and related training programs. (customarily non-reimbursable)

Food Service. Includes preparation and service of food to authorized personnel, and related dining facilities operations. (customarily non-reimbursable)

Health Services. Includes administration of healthcare programs, inpatient and outpatient medical and dental treatment, and other related medical support and professional services. Also, includes veterinary support. (customarily non-reimbursable)

Housing and Lodging Services. Includes family, unmarried, and unaccompanied housing referral services. Also, includes operation of family housing, bachelor officer quarters, bachelor enlisted quarters, and transient accommodations. (customarily non-reimbursable)

Laundry and Dry Cleaning. Includes cleaning and storage of clothing and other items made of cloth. (customarily reimbursable)

Legal Services. Includes the provision of advice and services on all legal matters pertaining to legal assistance, military justice, initial claims processing, property utilization, award and execution of procurement contracts, and personnel matters such as conflicts of interest, standards of conduct, and grievance hearings and reviews. (customarily non-reimbursable)

Mail Service. Includes collecting, accepting, sorting, routing, and delivery of official and personal mail on DoD installations and in DoD-owned or DoD-leased facilities. (customarily non-reimbursable)

Mail Postage Service. Includes postage and fees for official mail and application thereof. (customarily reimbursable)

Mail Transportation Overseas. Includes the transportation of official, contract related, and personal mail, by the Military Postal Service, to and from Military Post Offices overseas. Also includes additional direct postal workload required at military postal activities overseas. (customarily reimbursable)

Military Personnel Support. Includes passport, forces stamp, social security, and other personal affairs services for military personnel. Also includes processing of identification cards, security clearances, testing of individuals, line-of-duty investigation reports, casualty assistance reporting, noncombatant evacuation operations, relocation assistance, and transition assistance. (customarily reimbursable)

Mobilization Support. Includes planning, provisioning, and support for mobilization of Active, Reserve, and Guard forces. (customarily non-reimbursable)

Morale, Welfare, and Recreation (MWR) Activities. Includes operation of recreational centers, gyms, fitness centers, parks, athletic fields, recreational and general reference libraries, hobby shops, craft centers, and related services. (customarily non-reimbursable)

Mortuary Services. Includes all logistical functions related to the recovery, identification, care, and disposition of deceased personnel. Includes continental United States port, and overseas mortuary services. (customarily non-reimbursable)

Museums. Includes operation of facilities and services that display objects of historical military value and significance. (non-reimbursable)

Occupational and Industrial Health Services. Includes worker and work place health screening programs, and industrial hygiene surveillance of the occupational environment. Also, includes physical examinations and worker compensation evaluations. (customarily non-reimbursable)

Police Services. Includes maintaining law and order (e.g., enforcement of traffic laws, accident investigation, and criminal investigations), traffic management, vehicle decals, and parking pass services. Also, includes operation of confinement and detention facilities, and related services. (customarily non-reimbursable)

Printing Services. Includes the operation of centralized printing, collating, binding, and mass mail addressing services. (customarily reimbursable)

Public Affairs. Includes activities aimed toward responding directly or through news media to the general public's right and need to know how DoD activities accomplish assigned tasks and missions. Also includes distribution of public and community relations information. (customarily non-reimbursable)

Purchasing and Contracting Services. Includes acquisition and contract administration services for procurement of property, equipment, services, construction, and supplies. Also includes services for renting and leasing. (customarily reimbursable)

Refuse Collection and Disposal. Includes collection and disposal of trash and waste materials. (customarily reimbursable)

Resource Management. Includes funds management, cost analysis services, and budget formulation, reporting, and execution. Also includes financial liability investigation of property losses. (customarily reimbursable)

Retired Affairs. Includes operation of retired affairs support offices and provision of special services, activities, and programs provided primarily for retired personnel. (non-reimbursable)

Safety. Includes operation of safety programs, educational support, and promotional efforts. (customarily non-reimbursable)

Security Services. Includes security inspections, controlling entry and egress, and protecting official and personal resources at DoD-owned or DoD-operated facilities. (customarily non-reimbursable)

Shuttle Services. Includes scheduled operation of local taxis, vans, and bus transportation services -- does not include chartered transportation services. (customarily non-reimbursable)

Social Actions. Includes civilian and military personnel assistance and training pertaining to substance abuse and human relations. (customarily non-reimbursable)

Storage and Warehousing. Includes provision of space and services related to the management of commodities, material, and equipment; includes receipt, storage, issue, and shipment of items from storage. (customarily reimbursable)

Supply Services. Includes the provision of any common, generally expendable, non-technical commodity, material, or equipment (e.g., administrative office and house-keeping supplies, duplicating paper, common hardware, plumbing and electrical supplies, building materials, paint, and tools). (customarily reimbursable)

Technical and Legal Libraries. Includes technical and legal libraries, and services that provide limited reference information for official purposes. (customarily non-reimbursable)

Training Service. Includes instruction and use of target ranges, simulators, and other training facilities. (customarily reimbursable)

Transportation Services. Includes transportation services related to both commercial and Government-owned transportation of personnel, personal property, and material. Also includes shipment planning, packing and crating, port clearance, scheduling, processing of transportation documents, and related transportation services. (customarily reimbursable)

Utilities. Includes water, sewage, electricity, natural gas, and fuel oil services. Also, includes central generation and distribution of steam, chilled water, and compressed air. (customarily reimbursable)

Vehicle Support. Includes maintenance and repair of customer vehicles, and supply, maintenance and repair of vehicles provided for a customer's use. Also, includes chartered transportation services. (customarily reimbursable)

Weather Services. Includes advising and providing timely notification of weather conditions that would affect planned activities. (customarily non-reimbursable)

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PROCEDURAL GUIDE FOR NAVY SUPPORT AGREEMENTS

A. INTRODUCTION

1. Purpose. This guide has been developed to assist Navy personnel in preparing, reviewing, and maintaining inter and intraservice agreements for base-level support services with other Navy, DoD, or government activities.

2. Objective. It is DoD and Navy policy to eliminate unnecessary resource duplication and to seek increased economies and effectiveness by cooperating with other DoD components and federal agencies needing support. Support agreements should be developed whenever one activity can provide recurring reimbursable support to another without jeopardizing either organization's assigned mission.

3. Concept. Support agreements formally document arrangements for supplying and receiving reimbursable support. They are optional for non-reimbursable support which may be documented under a memorandum of agreement (MOA). The Support Agreements Manager (SAM) for the supplying activity, serving as the focal point for the receiving activity, merges provisions concerning the affected functional areas into a single document or support agreement outlining the terms of the agreement. The support agreement functions as a contractual document between the supplying and receiving activities, stating the accord reached between the supplying and receiving activities and documenting each party's responsibilities. Each support agreement specifies the kinds and levels of support to be provided by the supplying activity, reimbursement arrangements as applicable, and any other matters affecting execution of the agreement. Support agreements should be prepared and executed at the lowest feasible organizational level, normally at the installation level.

B. APPLICABILITY. Enclosure (1) provides the basic guidance for the DoD support agreements program. This enclosure provides amplifying policies and procedures that implement enclosure (1) for Navy activities. Intraservice support between Navy activities should also be provided and documented under the procedures outlined in enclosure (1) and this enclosure.

C. REIMBURSEMENT POLICY. This guidance is designed to provide a flexible framework for implementing interservice support agreements. Variances with enclosure (1) and other Services interpretations will be resolved on an individual case basis. The following paragraphs clarify certain sections of the DoD instruction as it applies to DON hosts and tenants. Navy activities should comply with this policy when negotiating support agreements. This guidance will be incorporated into the

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DON Financial Management Policy Manual at the next change. There have been fundamental changes to interservice support policy at the DoD level over the past several years. These changes have created some inconsistencies in the way host/tenant support policies have been implemented, both within DON and between military departments. Consequently, implementation of the current instruction may result in changes in the basis of support and require realignment of resources. Any changes in funding responsibilities should be carried out in accordance with paragraph 075003 of the DON Financial Management Policy Manual.

1. Defense Business Operations Fund (DBOF) Host Activities. Navy host activities which operate under the DBOF must differentiate between costs which support their DBOF mission and costs which support their mission as a host activity. All costs which support the DBOF mission, including base operations support of the DBOF activity, are funded through the DBOF and recouped in rates. Nonreimbursable support provided to tenants is not part of the DBOF mission and should not be funded in DBOF rates. Operation and Maintenance funds provided by the major claimant should be charged for all nonreimbursable tenant support costs incurred by a host activity.

2. DBOF Tenant Activities. DBOF activities which are tenants on Navy installations will reimburse the host activity for all identifiable incremental support provided by the host on the same basis as non-DBOF tenants. Host activities should not attempt to prorate or allocate indirect costs to any tenant activity.

3. DBOF Supporting Activities. Activities which are tenants on an installation and provide services to other activities on the installation (including the host activity) are called supporting activities. Services provided by the supporting activity should be within the mission of the activity (e.g. Public Works Centers which provide facilities maintenance and repair). Supporting activities which operate under the DBOF will charge the applicable DBOF rate for services provided to other activities.

4. Common-Service/Cross-Service Support. Within DON, certain functions have been determined to be common support functions. These functions are identified in paragraph 075123 of the DON Financial Management Policy Manual. Common support functions, when provided by the host activity, are provided to tenants on a non-reimbursable basis. Other functions are designated as administrative base support functions. These functions are usually provided to all tenants on a non-reimbursable basis. In some cases, however, a tenant may have an unusual requirement which causes the host to incur an additional,

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out-of-pocket cost specifically for the administrative base support provided to that tenant. If the additional cost is significant and can be segregated by the host on a meaningful basis without proration, the additional cost may be charged to the tenant activity. All support functions not identified specifically in the appropriate paragraphs of the Financial Management Policy Manual are subject to reimbursement by the tenant activities on the basis set forth in enclosure (1).

5. Navy Specific Guidance. In certain instances, Navy's designation of functions as cross-service or common-service support may differ from the interpretation in the DoD Instruction. Navy host activities should follow the DON guidance in determining which services should be reimbursed by tenants. Navy activities that are tenants on non-Navy installations should use the DON guidance as a starting point for negotiations with host activities. Final determinations of what support will be reimbursable and at what levels will rely heavily on negotiations keyed to the particular circumstances at the local level, using the guidelines in paragraph 4. The goal, as always, is to ensure the provision of needed services on a fair and equitable basis. Some specific categories from enclosure (1) which are designated differently by the DON are listed below.

a. Facilities Maintenance and Repair. Host activities are responsible for costs incurred for the preservation of facilities in the real property inventory of the host as described in paragraph 075121 of the Financial Management Policy Manual. Routine cyclical preventive maintenance of real property remains the responsibility of the host and is not customarily reimbursable by tenant activities as indicated in enclosure (1).

b. Civilian Personnel Services. Human Resource Offices in the DON are mission funded by the applicable major claimant to provide civilian personnel services. These services are not customarily reimbursable by tenant activities as indicated in enclosure (1) unless the tenant is a DBOF activity. DBOF tenants should reimburse the host activity for the incremental cost of civilian personnel services.

c. Education Services. Education services provided by Family Service Centers, Navy Campus offices or similar organizations are mission funded. These services are not customarily reimbursable by tenant activities as indicated in enclosure (1).

d. Military Personnel. Personnel Support Activities and Detachments which provide military personnel support are mission funded activities. These services are not customarily reimbursable by tenant activities as indicated in enclosure (1).

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Except for the categories specifically identified above, the determination of whether or not a base support service is reimbursable will be made according to the criteria in enclosure (1).

D. ACTIVITY LEVEL RESPONSIBILITIES

1. Approving Authority. The approving authority is the individual authorized to commit resources for the supplier or receiver on Block 8c of the DD 1144.

2. Support Agreements Manager (SAM). The SAM is the individual designated by the commanding officer of a supplying or receiving activity to administer the activity's support agreements' program. The supplying activity's SAM coordinates development of support agreements; compiles approved provisions into a final agreement and submits it with source documentation to the Comptroller for validation of financial data and to the approval authority for signature; and maintains a central file of the activity's support agreements.

The receiving activity's SAM performs essentially the same functions, coordinating issues from the perspective of the receiver.

3. Comptroller. The supplying activity's comptroller plays an integral part in a successful support agreements program, particularly under the Defense Business Operating Fund (DBOF). The comptroller: ensures appropriate billing activities are accomplished; reviews support agreements to validate financial information; and determines funding responsibilities identified in support agreements.

The receiving activity's comptroller performs essentially the same functions from the perspective of the receiver.

E. NEGOTIATING SUPPORT AGREEMENTS

1. Process. The negotiating process is initiated for all new support agreements and for their revisions, reviews, and terminations and begins when the supplier's SAM receives a request from the receiver's SAM (This request may consist of a draft support agreement, letter of requirements, or both. In all cases, the receiver must specify support requirements by support category in sufficient detail to enable the supplier to evaluate capability and cost.).

a. The negotiation process typically includes the following actions:

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(1) The supplier's SAM reviews the request, determines appropriate actions required, submits the request to the affected functional managers, and develops a milestone plan for the negotiation process.

(2) The functional managers review the request to: determine their capability to provide the requested support; the impact on their missions; and identify costs and resources to provide the support. (This effort requires coordination with the comptroller's office.)

(3) The supplier's SAM, working with the functional managers, develops a draft support agreement that includes: specific provisions relating to the support, and total staffing requirements and funding obligations associated with the requested support.

(4) The supplier's SAM submits the draft agreement to the receiving activity for review and coordination.

(5) The receiving activity reviews the agreement, identifies any changes required, and determines if the support agreement will provide the most economical method of acquiring the support.

(6) The supplier's SAM initiates renegotiations for any functional areas or specific provisions not acceptable to the receiver. (Any differences that cannot be resolved at the local level are elevated through the appropriate chains of command. Differences that cannot be resolved at the major claimant level will be elevated to the appropriate Navy functional manager e.g. CNO (N41) for transportation issues; CNO (N65) for information management issues; etc., with information copies to CNO (N47).)

(7) The supplier's SAM prepares the final support agreement with all attachments and submits it to the comptroller for final review of financial data; the receiving activity for final review and signature; and finally, the supplier's approval authority for signature.

(8) The supplier's SAM then distributes copies of the support agreement.

2. Specific Provisions. Most support agreements require specific provisions to clarify the procedures associated with providing the requested support. The nature and extent of these specific provisions will vary with the individual circumstances deriving from the kinds of support provided. This guide purposely provides only general guidance and direction to provide

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activity-level personnel with the flexibility to tailor their support agreement to reflect local considerations.

a. Specific provisions may be identified when support requirements cannot readily be addressed by reference to existing directives or standard operating procedures. In such cases, the functional manager should, as part of the negotiation process, ensure the stipulated provisions accurately describe the support provided.

b. Specific provisions must clearly define the terms and conditions of the support agreement, including, as appropriate, special instructions or requirements, standards of performance with criteria for measuring performance, and a cost breakout. The format should provide the basis used to estimate the actual annual costs of the support provided (Blocks 7b and 7c). Depending on the services requested, specific provisions for each category of support for each agreement may be different. Standard statements may not always be acceptable to both parties. The following checklist is provided to assist the supplying activity's functional managers and SAMs in developing specific provisions:

(1) Review the receiver's request to extract workload requirements including any special requirements.

(2) Review functional regulations and directives to identify services that can or cannot be provided.

(3) Review the supplier's and receiver's mission statements and planning documents to determine availability of support, especially if the support is to continue during wartime.

(4) Prepare a list of functions the supplier's organization can support based on current capabilities. Ensure this list identifies applicable references and programmed capabilities.

(5) Compare current and programmed capabilities against requested services.

(6) Prepare a draft of available services and determine the impact of providing these services on mission accomplishment.

(7) Identify for each available service what can be provided and what procedures the receiver must follow to acquire the service.

(8) Identify applicable regulations, directives, standard operating procedures, and so on as appropriate for the

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services to be provided. (Most functional directives provide standards of performance and performance measures. In such cases, the applicable documents should be referenced rather than reiterating this information in the specific provisions.)

(9) Coordinate the proposed specific provisions with the receiver's SAM and functional representatives.

(10) Review any changes proposed by the receiver.

(11) Prepare the final package, ensuring that it: identifies all the specific services to be provided; specifies procedures to request these services; identifies any special instructions or requirements; incorporates standards of performance or references functional directives as appropriate; and is consistent with other existing support agreements.

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Block 1: The agreement number is assigned by the supplying activity's SAM. Any suitable numbering system that assigns a discrete number to each separate support agreement may be used.

Blocks 2 & 3: Self-explanatory.

Block 4: Normally, the expiration date will be "Indefinite." A specific date may be used if desired by either of the parties.

Block 5a & 6a: Self-explanatory.

Block 5b & 6b: Insert the name of major claimant.

Block 7a: Enter the title of the support category as listed in enclosure (6) of enclosure (1). Given the general nature of many of the definitions of support categories in DoDI 4000.19, SAMs will also need to enter the title of the specific element of support being provided.

Block 7b: Enter the basis for reimbursement established in concert with the comptroller and the functional manager.

Block 7c: Enter estimated annual costs.

Block 8: Unless otherwise restricted by the chain-of-command, signatures should be made at the lowest organizational level within the supplying or receiving command authorized to make binding commitments affecting the provision of support, resources, and funding on behalf of that command.

Block 9 & 10: See instructions for Block 8.

Block 11a-f: Self-explanatory. Additional general provisions may be added as required.

Block 12: This portion of the support agreement defines the specific terms and conditions of the agreement including, more precise definitions of the categories of support being provided, breakdowns of costs, special or unique considerations for certain categories of support, and standards of performance and criteria for measuring performance.